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## PROCUREMENT OVERVIEW

**THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary for this bid. Failure to do so will be at the Respondent's risk, and may result in rejection of the Bid as non-conforming.**

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

### **INTRODUCTION**

Hidalgo County (hereinafter referred to as "COUNTY") is seeking sealed bids from qualified respondents interested in providing the services of **Traffic Road Signs and Miscellaneous Equipment** in accordance with the requirements attached hereto as Appendix "A". The Bid should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements to be included on the Deficiencies and Deviations form "**Appendix L**". The County reserves the right to reject the deviation and its effect on the overall qualifications

### **AWARD**

Hidalgo County reserves the right to award the bid to a qualified respondent or qualified respondents submitting the lowest and best bid if the County determines it is in its best interest to do so. No award can be made until approved by Hidalgo County Commissioners Court. This RFB does not obligate Hidalgo County to the eventual purchase of any good and /or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution. Any Contract award to a successful bidder will be in effect until the contract expires, delivery and acceptance of product, performance of services ordered, or terminated by County with thirty (30) days written notice prior to cancellation.

### **TERM**

It is intended that the initial contract term will be for one (1) year with the County's option to renew/extend for an additional one (1) year terms, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of the next contract.

### **GENERAL REQUIREMENTS**

**One (1) original and one (1) USBs in original PDF format.** Further instructions listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix "N"**.

### **SUBMISSION DEADLINE AND BID OPENING**

All submissions must be received on or before **Wednesday, February 02 at 9:30am**. **Any submission received after this deadline will not be accepted and will be returned to sender, at the sender's expense.**

### **BID OPENING STREAMING**

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

#### **Live stream:**

<https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09>

**Meeting ID:** 964 6467 6754

**Passcode:** 545411

**Dial by your location:** +1 346 248 7799 US (Houston)

**To find your local number:** <https://hidalgocounty.zoom.us/u/abObUBYixl>

**Join by SIP:** [96464676754@zoomcrc.com](mailto:96464676754@zoomcrc.com)

### **HAND DELIVERED BIDS**

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the Hidalgo County Purchasing staff.

### **ELECTRONIC TRANSMISSION OF SUBMISSION**

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

#### **DELIVER TO:**

##### US Postal Mail Address:

Eduardo Belmarez, MBA, CPM, Purchasing  
Director  
ATTN: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

##### Physical Address:

Eduardo Belmarez, MBA, CPM, Purchasing  
Director  
ATTN: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

### **SIGNING OF SUBMISSION**

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in [blue](#) ink and ensure the copy is clearly labeled.**

### **QUESTIONS AND ANSWERS**

Questions must be submitted via email to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by **Wednesday, January 19, 2022 at 5:00 P.M.** Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Friday, January 21, 2022.** Telephone inquiries will not be accepted.

### **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS**

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

### **COST OF SUBMISSION**

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

### **WAIVING OF INFORMALITIES**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

### **NOTICE OF COMMUNICATION**

*All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.* No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

### **VENDOR INSTRUCTIONS**

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"** and two (2) USBs in PDF format. Original document must be submitted in a three-ring, loose-leaf binder with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. One (1) USB containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFB number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list all Sections and the contents of each section as listed in **Appendix "A"**.
- The binder must be in the order listed in the Submission Outline/Checklist below.

## **SUBMISSION OUTLINE/CHECKLIST**

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

**Submission Cover Sheet** - Must include the following:

- Company Name, Company Address, Company Phone Number
- Project Name: Sealed Submission for Traffic Road Signs & Misc. Equipment
- Procurement Number: RFB No. 21-152-02-02-YZV
- Opening Date: Wednesday, February 02, 2022
- Opening Time: 9:30am

### **Table of Contents**

#### **Section I: Executive Summary and Required Documents (signed and filled)**

- Executive Summary
  - Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding Bid;
  - Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with bid and any future negotiations
- Required Documents
- **Legal Notice Acknowledgement**
- **Appendix "A"- Requirements/Specifications**
- **Appendix "B" – Bid Page**
- **Appendix "C" – Insurance Requirements**
  - Proof of Insurance
  - Insurance Requirement Acknowledgement
  - Project Requirements Acknowledgement
- **Appendix "D" – Conflict of Interest Questionnaire**
  - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
- **Appendix "E" – Vendor Forms**
  - Vendor Application
  - HUB Declaration
  - W-9
- **Appendix "F" – Certification Regarding Debarment**
  - Signed Certification
  - SAM.gov Registration Acknowledgement
- **Appendix "H" – Contracts Under Federal Award 2 – CFR 200**
  - Byrd Anti-Lobbying Contract Clause
  - 2 CFR 200 Certification
- **Appendix "J" – Respondent's Affidavit**
- **Appendix "L"- Deficiencies and Deviations form(If Applicable)**
- **Appendix "M"- References**
- **Addenda (when applicable; see Addenda under Legal Notice)**

## LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County”).

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County’s interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/County-Administrative-Policies>), which for all purposes, when applicable whether specified explicitly, is incorporated by reference as part of this procurement packet and any resulting agreement.

- 1. ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening.
- 2. ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.
- 3. ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on the Vendor Application, **Appendix “E”** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.
- 4. ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**
- 5. ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court or other applicable governing body.
- 6. AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix “B”**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners’ Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commissioners Court, or other applicable governing body and present evidence concerning their responsibility after officially notifying in writing via email **and** certified mail to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, [eduardo.belmarez@co.hidalgo.tx.us](mailto:eduardo.belmarez@co.hidalgo.tx.us); "Carbon Copy:" and "Attention To:" the Contract Specialist listed on the cover page of this procurement packet of their intent to appear.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

**7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252.** Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

**7.2 Breach of Ethics.** Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**7.3 Bonds.** If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix "C"**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

**7.4 Boycott Israel Verification - TEX. GOVT. CODE 2270.** In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

**7.5 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion.** The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and

Suspension.” The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at [www.sam.gov](http://www.sam.gov) with their response.

**7.6 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate.** When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

**7.7 Disclosure of Conflict of Interest.**

**7.7.1 As an Offeror.** Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror’s employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County’s elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County’s elected official, department head, or employee, or the County official’s family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

**7.7.2 Certificate of Interested Parties (Form 1295).** Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, (hereinafter referred to as “Commissioners Court”) to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

**7.7.3 Collusion.** The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent’s Affidavit (**Appendix “J”**) must be included in the response.

**7.7.4 Consultants Excluded from Competition.** An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

**7.7.5 Disclosure of Interested Parties (Form CIQ).** Offeror must fully disclose the existence

of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix “D”**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

**7.7.6 Disclosure to Report Lobbying.** When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying” as detailed in **Appendix “H”**.

**7.8 Disqualification of Offeror.** By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

**7.9 Ethical Business Practices.** Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, [eduardo.belmarez@co.hidalgo.tx.us](mailto:eduardo.belmarez@co.hidalgo.tx.us).

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

**7.10 Historically Underutilized Business/Disadvantaged Business Enterprises.** The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County’s procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix “E”**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

**7.11 Fair Wages.** The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

**7.12 Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

**7.13 Nondiscrimination.** By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

**7.14 Texas Public Information Act.** The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

**7.15 Title VI Notice.** The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.
9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.
10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.
11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
12. **COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on the dates listed below:

New Year's Day	Monday, January 03, 2022
Martin Luther King Day	Monday, January 17, 2022
President's Day	Monday, February 21, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 31, 2022
Independence Day	Monday, July 04, 2022
Labor Day	Monday, September 05, 2022
Columbus' Day	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022
Thanksgiving	Thursday/Friday, November 24 & 25, 2022
Christmas	Thursday/Friday, December 23 & 26, 2022
New Year's Eve	Friday, December 31, 2022

13. **EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and

identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

- 14. FISCAL FUNDING.** Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized “Grant Funding” rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

**14.1 General Funding.** A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

**14.2 Grant Funding.** Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix “H”**. It is the County’s intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- 15. FORCE MAJEURE.** If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party’s responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party’s conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.
- 16. GOVERNING LAW.** This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.
- 17. HIPAA COMPLIANCE.** When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE

ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**18. INDEMNIFICATION.** The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful Offeror.

**19. INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

**20. INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

**21. LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

**22. MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**23. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The Price Adjustment procedure may be employed to medicate price volatility on a quarterly basis, on the quarter they're being requested for, then return to the original contract price. The Hidalgo County Purchasing Department has sole discretion whether to grant

the price increase extension with provided sufficient evidence of the request. The requested increase cannot exceed twenty-five percent (25%) of the original contract price during the contract term. Lastly, Hidalgo County may at its own discretion, conduct temporary price adjustment reviews at any time.

24. **MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.
25. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.
26. **NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
27. **NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.
28. **PAYMENT UNDER CONTRACT.** If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
29. **PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.
30. **POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.
31. **POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy.

281, Edinburg, Texas 78539, (956) 318-2511.

**32. PROCUREMENT PACKET FORM COMPLETION.** Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, RFP/Q, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED “SEALED PROPOSAL”.** For Offeror’s convenience, the shipping label on **Appendix “N”** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

**33. PROCUREMENT PACKET SUBMISSION.** Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late proposals will not be accepted for any reason.

**33.1 Supplemental Materials.** Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

**34. PROOF OF BUSINESS.** Offeror must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix “D”**.

**35. PURCHASE ORDER AND DELIVERY.** The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix “B”**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

**36. QUALIFICATIONS OF OFFEROR.** Offeror’s failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

**37. RECYCLED MATERIALS.** Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

**38. REFERENCES.** Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.**

Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project time frame
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

**39. SCANNED OR RE-TYPED RESPONSE.** If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted in hard copy** according to the instructions contained in this procurement packet.

**40. SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**41. SILENCE OF SPECIFICATIONS.** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

**42. SUBCONTRACTING.** Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

**43. TAXES.** Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

**44. TERM OF CONTRACTS.** If the contract is intended to cover a specific time period, the term will be p in the Requirements/Specifications. Participation in the Professional Services Pool will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with

or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

45. **TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.
46. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.
47. **USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.
48. **WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.
49. **WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

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## **SCOPE:**

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an “As Needed Basis”, there are no set quantities to be purchased.

## **SPECIFICATIONS/REQUIREMENTS:**

- a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.
- b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.
- c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.
- d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.
- e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.
- f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- g) Type, dimension and color of signs (new and re-faced), accessories and supplies required are listed in **APPENDIX “B”**. **BID Prices will be on a unit price basis.**
- h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
- i) Vendor shall deliver Standard in Stock Items within three (3) working days and Non-Stock Items within ten (10) working days.
- j) Vendor shall provide pricing on all Road Signs, Posts & Misc. Supplies not listed on a percentage-off bidders catalog list prices.
- k) All submittals must be typed in on the Bid Page, no written submittals will be accepted, so as to eliminate any reading errors.
- l) **Vendor will be required to construct the new as well as re-face existing signs within three (3) Working days from receipt of a properly executed purchase order.**

- m)** Vendor(s) must inform user department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the “Secondary Vendor”. Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.
- n)** Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on **APPENDIX “B”-BID PAGE** and contained in this bid packet.

## APPENDIX- "B"

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards. Legends on signs will be on one or two sides; reflective grade will vary by dept. Bid Prices- are on a unit price basis. **Illegible responses to this procurement request will not be considered.**

### REGULATORY SIGNS-(NIGP Code: 801-40)

Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1. Stop sign	R1-1	24x24						
		30x30						
		36x36						
		48x48						
2. Yield sign	R1-2	30x30x30						
		36x36x36						
		48x48x48						
3. To oncoming traffic	R1-2ap	24x18						
		36x30						
		48x36						
4. To ramp	R1-2bTP	21x15						
		30x24						
5. To train	R1-2cTP	21x15						
		30x24						
6. All way	R1-3P	18x6						
7. Yield here to pedestrians (symbol)	R1-5L(R)	36x36						
8. Yield here to pedestrians (text)	R1-5aL(R)	18x24						
		30x42						
		36x48						
9. Speed limit	R2-1	18x24						
		24x30						
		30x36						
		36x48						
		48x60						
10. No right turn (symbol)	R3-1	24x24						
		36x36						
		48x48						
11. No left turn (symbol)	R3-2	24x24						
		48x48						
12. No turns	R3-3	24x24						
		36x36						
13. Do not pass	R4-1	18X24						
14. Slower traffic keep right	R4-3	24X30						
15. Traffic keep right arrow (symbol)	R4-7	18x24						
		24x.30						
16. Traffic keep left (symbol)	R4-8	18x24						
		24x30						
17. Do not enter	R5-1	30x30						
		36x36						
		48x48						
18. Wrong way- (red back, white text)	R5-1a	30x18						
		36x24						

			42x30						
			48x36						
19.	No trucks	R5-2	24x24						
			30x30						
			24x24						
			30x30						
20.	One way (left or right)	R6-1R(L)	36x12						
			54x18						
21.	One way (left or right) W/ arrow	R6-2R(L)	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
22.	Divided highway	R6-3	30x24						
			36x30						
23.	No parking any time w/ arrow	R7-1L (R,DBL)	12x18						
24.	No Parking 8:30am To 5:30pm W/ Arrow	R7-2aL (R,DBL)	12X18						
25.	Handicap parking	R7-8	12x18						
26.	Handicap parking w/ arrow (r,l,dbl)(green/white)	R7-8P	12x18						
27.	No parking bus stop w/ arrow	R7-107R (L,DBL)	12x18						
			12x30						
28.	No parking bus stop symbols	R7-107AR (L,DBL)	12x30						
29.	No parking on pavement (or variation)	R8-1	***						
30.	No parking	R8-3a	18x24						
			24x30						
31.	No parking (symbol)	R8-3	36x36						
32.	Emergency parking only	R8-4	30x24						
33.	Do not stop on tracks	R8-8	30x24						
34.	No pedestrian crossing (variations)	R9-3a	12x18						
35.	No pedestrian crossing symbol (variations)	R9-3	18x18						
			24x24						
36.	Crosswalk signs (variations)	R10-1	12x18						
37.	Push button for crosswalk w/ arrow	R10-4bR(L)	9x12						
38.	Left on green arrow only	R10-5L(R)	18x24						
39.	Stop here on red w/ arrow	R10-6	24x36						
40.	Do not block intersection	R10-7	24x30						
41.	Protected left on green arrow	R10-9T	18x12						
			36x24						
42.	Left or right turn signal	R10-10L(R)	30x36						
43.	No turn on red	R10-11	24x30						
44.	Left turn yield on green	R10-12	24x30						
45.	Road closed	R11-2	48x30						
46.	Bridge closed	R11-2aT	48x30						
47.	Road Closed to Thru Traffic	R11-4	60x30						
48.	Weight limit xx tons	R12-1	24x30						
49.	2 hr parking w/ time (or variation)	R7-18 (DBL,R, L)	12x18						
50.	No dumping allowed	R19-5T	24x30						
51.	Tow away zone (text or symbol)	R7-201aP	12x6						

52.	Street Name Signs (legend to be on both sides)	6x18						
		6x24						
		6x30						
		6x36						
		12X6						
		12X9						
		18x6						
		18x9						
		24x6						
		24x9						
		30x6						
		30x9						
		36x6						
		36x9						
48x9								

**WARNING SIGNS (NIGP Code: 801-83)**

Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1. Delineator (Left Or Right)	H1-1L(R)	12x36						
2. Caution Deaf Child At Play (Yellow Back, Black Text)	N-8	18x24						
3. Slow (Yellow Back, Black Text)	N-11	24x24						
		30x30						
		36x36						
4. Deaf Child Area –(Yellow Back, Black Text)	N-12	30x30						
5. Caution	N-17	18x24						
		30x30						
		36x36						
6. Neighborhood Watch	CW-G-120RA5	18x24						
		24x30						
7. Curve Symbol–(Sharp Right Or Left)	W1-1R(L)	18x18						
		24x24						
		30x30						
		36x36						
		48x48						
8. Curve Symbol- (Left Or Right)	W1-2R(L)	18x18						
		24x24						
		30x30						
		36x36						
		48x48						
9. Curve Symbol –(Sharp Left, Sharp Right)	W1-3R (L)	18x18						
		24x24						
		30x30						
		36x36						
		48x48						
10. Arrow Symbol –(Left Or Right)	W1-6R(L)	24x12						
		36x18						
		48x24						
		60x30						

11.	Double Arrow Symbol	W1-7	24x12						
			36x18						
			48x24						
			60x30						
12.	Chevron –(Left Or Right)	W1-8R (L)	12x18						
			18x24						
			24x30						
			30x36						
			36x48						
13.	Crossroad Symbol	W2-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
14.	T-Intersection Symbol–(Left Or Right)	W2-2 R (L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
15.	T- Symbol	W2-4	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
16.	Y- Symbol	W2-5	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
17.	Stop Ahead -Symbol	W3-1	18x18						
			30x30						
			36x36						
			48x48						
18.	Yield Ahead Symbol	W3-2	18x18						
			30x30						
			36x36						
			48x48						
19.	Stop Signal Ahead-Symbol	W3-3	18x18						
			30x30						
			36x36						
			48x48						
20.	Merge Right Or Left Symbol	W4-1R(L)	30x30						
			36x36						
			48x48						
21.	Lane Ends Right Or Left	W4-2R(L)	30x30						
			36x36						
			48x48						

22.	Road Narrows	W5-1	30x30						
			36x36						
			48x48						
23.	Narrow Bridge	W5-2	18x18						
			30x30						
			36x36						
			48x48						
24.	Median Symbol	W6-1	36x36						
			48x48						
25.	Two Way Traffic	W6-3	36x36						
			48x48						
26.	Bump	W8-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
27.	Dip	W8-2	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
28.	Pavements Ends	W8-3	18x18						
			30x30						
			36x36						
			48x48						
29.	Truck Crossing (Text)	W8-6	24x24						
			30x30						
			36x36						
			48x48						
30.	Watch For Ice On Bridge	W8-18aT (folding sign)	36x36						
			48x48						
31.	Slow Children	W9-11	18x24						
32.	Slow Children At Play	W9-12	18x24						
33.	Watch Children	W9-13	24x24						
			30x30						
			36x36						
34.	Railroad Crossing (Symbol)	W10-1	30x30						
			36x30						
35.	Pedestrian Crossing (Symbol)	W11-2	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
36.	Handicap -Symbol-Yellow Back, Black Diamond.	W11-9	30x30						
			36x36						
			48x48						
37.	Truck Crossing (Symbol)	W11-10L(R)	24x24						
			30x30						
			36x6						
			48x48						

38.	Height Symbol- (Yellow Back, Black Text. Diamond)	W12-2	18x18						
			30x30						
			36x36						
			48x48						
39.	Low Clearance- Yellow Back, Black Text	W12-2TP	24x18						
40.	35 Mph	W13-1P	18x18						
			24x24						
			30x30						
41.	Dead End	W14-1	24x24						
			30x30						
			36x36						
			48x48						
42.	No Outlet	W14-2	24x24						
			30x30						
			36x36						
			48x48						
43.	Dead End	W14-1aR (L)	24x6						
			36x8						
44.	Ahead	W16-9P	24x12						
			30x18						
			36x24						
45.	Bridge Out-(080 Aluminum.- Yellow Back, Black Text. Diamond.)	W42-3	24x24						
			30x30						

**Construction Signs (Nigp Code: 801-40)**

Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1. Detour	M4-8	12x6						
		24x12						
		30x15						
2. End	M4-8b	24x12						
		30x15						
3. Detour- Text & Symbol, Right, Up Arrow	M4-9R(L)	30x24						
		48x36						
		60x48						
	M4-9S	30x24						
		48x36						
		60x48						
4. Bump	CW8-1	30x30						
		36x36						
		48x48						
5. Dip	CW8-2	30x30						
		36x36						
		48x48						
6. Pavement Ends	CW8-3	30x30						
		36x36						
		48x48						
7. Watch For Ice On Bridge	CW8-18aT	36x36						
		48x48						

8.	Arrow (Pointing Down)	CW12-1	30x30						
			36x36						
			48x48						
9.	Low Clearance	CW12-2TP	24x18						
10.	Dead End	CW14-1	30x30						
			36x36						
11.	Arrow Sign (Pointing Down)	CW16-7PL (R)	21x15						
			24x12						
			30x18						
12.	Road Work Ahead	CW20-1D	30x30						
			36x36						
			48x48						
			60x60						
13.	Road Closed Ahead	CW20-3D	30x30						
			36x36						
			48x48						
14.	Flagger Ahead	CW20-7Ad	30x30						
			36x36						
			48x48						
15.	Workers Symbol	CW21-1aT	24x24						
			30x30						
			36x36						
			48x48						
16.	Workers Ahead (Text)	CW21-1bT	30x30						
			36x36						
			48x48						
17.	Fresh Oil & Fresh Tar	CW21-2	30x30						
			36x36						
			48x48						
18.	Road Machinery Ahead	CW21-3D	30x30						
			36x36						
			48x48						
19.	Obey Warning Signs State Law	R20-3T	48x42						
20.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30						
	When Workers Are Present	R20-5ATP	36x18						
21.	Hand Paddles & Handles	Stop/Stop or Stop/Slow Paddle w/72 in. PVC Staff	18"						
			24"						
			36"						
22.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	18"						
			24"						
		Stop/Slow Paddle w/6 in. handle	18"						
			24"						
23.	Roll-Ups: Corner Pocket-Corner Pocket (Plastic)								

24.	ROLL-UP VINYL SIGNS SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)	36x36	Non	Ref						
		48x48	Non	Ref						
25.	Roll-Ups: Flag Holder System-Flag Holder System									
26.	Roll-Ups: Left Overlay-Left Velcro Overlay									
27.	Roll-Ups: Overlays-Overlay for Roll-Up signs									
28.	Complete Set-Roll-Up Sign with Universal Stand Non-Reflective		SIZE			PRICE				
			48"X48"							

**SCHOOL SIGNS (NIGP Code: 801-83)**

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Crossing Advance Symbol- Pedestrian walking (green fluorescent back, black)	S1-1	30x30						
			36x36						
			48x48						
2.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S31	30x30						
			36x36						
			48x48						
3.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30						
			36x36						
			48x48						
4.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30						
			36x36						
			48x48						
5.	7:30-8:30 AM 2:30-3:30 PM (white back, black text)	S4-1P	24x10						
			36x18						
			48x24						
6.	When Children are Present (white back, black text)	S4-2P	24x10						
			36x18						
			48x24						
7.	When Flashing (white back, black text)	S4-3P	24x10						
			36x18						
			48x24						
8.	School Speed Limit Sign w/When Flashing (white back, black text)	S4-4P	24x48						
			36x72						
			48x96						
9.	School Speed Limit Sign when/Flashing	S5-1	24x48						
			36x72						
			48x96						
10.	End School Zone	S5-2	24x30						
			36x48						
11.	End School Zone	S5-2aTP	24x10						
12.	Cell Phone Use Prohibited Up To \$200 Fine	S7-1T	24x18						
			36x18						
			48x36						
13.	500 Feet	SW16-2P	24x18						
			30x24						

14.	Arrow (Pointing Down)	SW-16-7PL(R)	21x15						
			24x12						
			30x18						
15.	Ahead	SW-16 9P	24X12						
			30X18						
			36X24						
16.	Yield To Pedestrians-green fluorescent back, black & red text	R1-6	12x36						
17.	Bicycle Symbol	W11-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						

**OBJECT MARKERS**

Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1. Object Markers Yellow - Object Marker W/ 9 Yellow Reflectors	OM1-1	18x18						
2. Object Markers: Yellow - Object Marker W/ 3 Yellow Reflectors	OM2-1V	12x6						
3. Object Markers: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	36x12						
4. Object Markers: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12						
5. Object Markers: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18						
6. Object Markers: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18						
7. Vertical Panels		12x24						
		12x36						
		8x24						
		18x24						

**SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)**

Description of Items	Single or Double Face	Sizes	Category-A New Signs			Category- B Re-Facing of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1. Specialty Signs	D/F	2"x16"						
	S/F	2"x16"						
2. Specialty Signs	D/F	4'x8'						
	S/F	4'x8'						
3. Specialty Signs	D/F	5"x5"						
	S/F	5"x5"						
4. Specialty Signs	D/F	6"x12"						
	S/F	6"x12"						
5. Specialty Signs	D/F	9"x6"						
	S/F	9"x6"						
6. Specialty Signs	D/F	9"x30"						
	S/F	9"x30"						
7. Specialty Signs	D/F	12' X 3'						
	S/F	12' X 3'						

8.	Specialty Signs	D/F	12"x6"						
		S/F	12"x6"						
9.	Specialty Signs	D/F	12"x 9"						
		S/F	12"x 9"						
10.	Specialty Signs	D/F	12"x18"						
		S/F	12"x18"						
11.	Specialty Signs	D/F	12"x 24"						
		S/F	12"x 24"						
12.	Specialty Signs	D/F	18"x12"						
		S/F	18"x12"						
13.	Specialty Signs	D/F	18"x 18"						
		S/F	18"x 18"						
14.	Specialty Signs	D/F	18"x24"						
		S/F	18"x24"						
15.	Specialty Signs	D/F	18"x 30"						
		S/F	18"x 30"						
16.	Specialty Signs	D/F	18"x 6"						
		S/F	18"x 6"						
17.	Specialty Signs	D/F	18"x 9"						
		S/F	18"x 9"						
18.	Specialty Signs	D/F	24"x12"						
		S/F	24"x12"						
19.	Specialty Signs	D/F	24"x18"						
		S/F	24"x18"						
20.	Specialty Signs	D/F	24"x24"						
		S/F	24"x24"						
21.	Specialty Signs	D/F	24"x30"						
		S/F	24"x30"						
22.	Specialty Signs	D/F	24"x36"						
		S/F	24"x36"						
23.	Specialty Signs	D/F	30"x30"						
		S/F	30"x30"						
24.	Specialty Signs	D/F	30"x24"						
		S/F	30"x24"						
25.	Specialty Signs	D/F	30"x36"						
		S/F	30"x36"						
26.	Specialty Signs	D/F	36"x12"						
		S/F	36"x12"						
27.	Specialty Signs	D/F	36"x18"						
		S/F	36"x18"						
28.	Specialty Signs	D/F	36"x36"						
		S/F	36"x36"						
29.	Specialty Signs	D/F	36"x42"						
		S/F	36"x42"						
30.	Specialty Signs	D/F	42"x24"						
		S/F	42"x24"						
31.	Specialty Signs	D/F	42"x30"						
		S/F	42"x30"						
32.	Specialty Signs	D/F	42"x36"						
		S/F	42"x36"						
33.	Specialty Signs	D/F	48"x24"						
		S/F	48x24"						

34.	Specialty Signs	D/F	48"x36"						
		S/F	48"x36"						
35.	Specialty Signs	D/F	48"x48"						
		S/F	48"x48"						
36.	Speciality Signs	D/F	48"x60"						
		S/F	48"x60"						
37.	Specialty Signs	D/F	48"x72"						
		S/F	48"x72"						
38.	Specialty Signs	D/F	48"x96"						
		S/F	48"x96"						
39.	Specialty Signs	D/F	54"x18"						
		S/F	54"x18"						
40.	Speciality Signs	D/F	60"x24"						
		S/F	60"x24"						
41.	Specialty Signs	D/F	60"x36"						
		S/F	60"x36"						
42.	Specialty Signs	D/F	60"x48"						
		S/F	60"x48"						
43.	Specialty Signs	D/F	72"x36"						
		S/F	72"x36"						
44.	Specialty Signs	D/F	72"x48"						
		S/F	72"x48"						
45.	Specialty Signs	D/F	96"x36"						
		S/F	96"x36"						
46.	Project signs-Plywood	D/F	96"x48"						
		S/F	96"x48"						

**BLANK SIGNS (NIGP Code: 801-09)**

Description of Items	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
		Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12					
2.	Blank sign	6x18					
3.	Blank sign	6x24					
4.	Blank sign	6x30					
5.	Blank sign	6x36					
6.	Blank sign	6x48					
7.	Blank sign	9x12					
8.	Blank sign	9x18					
9.	Blank sign	9x24					
10.	Blank sign	9x30					
11.	Blank sign	9x36					
12.	Blank sign	9x48					
13.	Blank sign	18x12					
14.	Blank sign	18x18					
15.	Blank sign	18x24					
16.	Blank sign	21x15					
17.	Blank sign	24x18					
18.	Blank sign	24x24					
19.	Blank sign	24x30					
20.	Blank sign	24x36					

21.	Blank sign	30x30					
22.	Blank sign	30x36					
23.	Blank sign	36x12					
24.	Blank sign	36x36					
25.	Blank sign	36x48					
26.	Blank sign	48x9					
27.	Blank sign	48x24					
28.	Blank sign	48x48					
29.	Blank sign	48x96					
30.	Blank sign	60x24					
31.	ADA Men Restroom Sign W/Symbol	9x6					
32.	ADA Unisex Restroom Sign W/Symbol	9x6					
33.	ADA Women Restroom Signs W/Symbol	9x6					

### SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

Description Of Items		Sizes	Price
1.	Lettering On Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	
2.	Decals	11 1/2" x16"	
3.	Municipal Emblems (pressure sensitive)		
4.	Door Graphics- Non-Reflective Installation included...	30" x 24"	

### VEHICLE LETTERING ( NIGP Code: 225-26)

1.	Vehicle Lettering: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	
2.	Vehicle Lettering: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12"	

### PAVEMENT MARKERS (NIGP Code: 550-08)

Description of Items		Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	
2.	Pavement Markers 1-Way With Adhesive	4"x4"	
3.	Pavement Markers 2- Way With Adhesive	4"x4"	
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	
5.	Plastic Pavement Buttons without Adhesive. White.	4"	
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	
9.	Qwik Stix Adhesive Bar		
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	
11.	Jiggle Bars	6'x6'	

### POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

Description Of Items		Sizes	Price
1.	POSTS: Post Galv. G90	8'	
		10'	
		12'	
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	
3.	POSTS: Slipbase Assembly System	10'	
4.	POSTS: Sq.Tubing	10' x 1 1/2"	
		2"x2"x12'	
5.	POSTS: 10"x3" 10BWG. Gal. 2.7/8" Dia.	10'	

6.	POSTS: Galv. U-Channel	8'	
		10'	
		12'	
7.	POSTS: Green U-Channel (2 Lbs. Ribbed & Tempered)	8'	
		10'	
		12'	
8.	POSTS: Poz-Loc System (Complete Set)	12'	
9.	POSTS: Slipbase 10BWG TX DOT (Complete Set)	12'	
10.	POSTS: Post ONLY 10BWG	12'x3"	
11.	POSTS: Wood Posts Painted White	4"x4"x10'	
12.	POSTS: Wood Post	4"x4"x12'	
13.	POSTS: Galv. Delineator Post	6'	
14.	POSTS: Green Delineator Post	6'	
15.	POSTS: Green T Post	6'	
16.	POSTS- Poz-Loc Post (Complete Set)	8'	
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		
18.	POSTS: Flange Base	2-3/8"	
19.	POSTS: Keeper Plate only (no hardware)		
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		
21.	POSTS: Socket & Wedge for Poz-Loc		
22.	POSTS: Socket 27" for Poz-Loc	27"	
23.	POSTS: Splice connector		
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	
26.	POSTS: VALVE MARKERS		
27.	Stub Post & Hardware (for Slipbase Assembly) Complete with Stubs, Casting, Bolts & Keeper Plate)		
28.	POST DRIVER- (manual)		
29.	BRACKET: Dome Cap	2"	
		3"	
30.	BRACKET: Back to Back Bracket (standard Brackets)	2"	
31.	BRACKET: Cross Bracket	5½"	
		12"	
32.	BRACKET: Post Round SIGN Bracket	2"	
		3"	
33.	BRACKET: Post Cap U-Channel		
34.	BRACKET: U Bolt Clamp	2"	
		3"	
35.	BRACKET: Post Cap 6" blade	3" x 5½"	
		2"x 5½"	
36.	BRACKET: Post Cap- 9" blade	2"x12"	
		3"x12"	
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	
38.	BRACKET: Wing Bracket (all sign plate)	12"	
		18"	
		24"	
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	
		24"	

40.	Bracket: Mast Arm Buckle Bracket	16	
41.	Locknuts		
42.	Anti-Theft Bolts	5/16 x 2 1/4	
		5/16 x 1-3/4	
43.	Anti-Theft Nuts	5/16	
44.	Bolts	5/16 x 2 1/2 x 3	
45.	Bolts	1/4 x 2"	
46.	Screws for Brackets (blade holders)	1/4"	
47.	Allen Wrench Tool	5"	
		12"	

### DELINEATOR (NIGP Code: 550-08)

Description of Items		Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	
		48"	
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	
4.	Delineator: Flex Delin. w/ stripe	72"	
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		

### BARRICADE PANEL (NIGP Code: 550-78)

Description Of Items		Sizes	Price
1.	Barricade Panel: Wood Barricade Panels, Eg, Ss: End Of Road (Red/White)	10'	
2.	Barricade Panel: Wood Panels, Eg, Ss: End Of Road (Red/White)	12'	
3.	Barricade Panel: Plastic Barricade Panel DS HIP Orange And White	8'	
4.	Barricade Panel: Plastic Barricade Panel, Hip, Ss: Orange/White	8'	
5.	Barricade Panel: Wood Barricade Panels, Eg, Ss: End Of Road (Red/White)	8'	
6.	Barricades: Type Iii Barricade End Of Road- Wood S/S Red & White	10'	
7.	Barricades: Type Iii Barricade End Of Road- Wood S/S Red & White	12'	
8.	Barricades: Type Iii Barricade End Of Road- Wood Eg S/S Red & White	8'	
9.	Barricades: Type I Plastic A-Frame Barricade W/1 Panel & 2-Legs	8'	
10.	Barricades: Type Iii Plastic Break-Away Barricade, D/S Orange & White H/I	8'	
11.	Barricades: Type Iii Plastic Break-Away Barricade, S/S Orange & White H/I	8'	
12.	Barricades: Marker-	24"x 24"	
13.	Barricades: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	
14.	Quick Fence Safety System	20 Lbs.	
		30 Lbs.	

### BARRICADE TAPES (NIGP Code: 550-72)

Description Of Items		Sizes	Price
1.	Barricade Tapes: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	
2.	Barricade Tapes: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	
3.	Barricade Tapes: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	

### BARRELS (NIGP Code: 550-42)

Description Of Items		Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	
		6" x 50 yds.	
2.	Barrels: Barrel w Tire Ring Base		
3.	Barrels: Tire Rings		
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		

**CONES (NIGP Code: 550-78)**

Description Of Items		Sizes	Price
1.	Cones: Cone Slim	18"	
2.	Cones: Cone W/ Collar	18"	
3.	Cones: Cone Slim	28"	
4.	Cones: Cone W/ Collar	28"	
5.	Cones: Reflective Collar	4"	
6.	Cones: Reflective Collar	6"	
7.	Cones: Channelizer For Caution Tape With Reflective Collars	42"	
8.	Cones: Cone Signs Snap On Cone Sign W/ Wording.	12"x13"	
9.	Option to include Precinct logo/name stenciled on ordered cones by precinct and or department	All	

**FLAGS**

Description Of Items		Sizes	Price
1.	Flags: Safety Flag With Stay	18" x 18"	
2.	Flags: Safety Flag With Stay	24x24	

**MARKING TAPE (NIGP Code: 550-72)**

Description Of Items		Sizes	Price
1.	Marking Tape Conspicuity Tape - D/G. Red, Yellow Or White.	3"x50 yds	
2.	Marking Tape: Barrier Tape	3"x1000'	
3.	Marking Tape: Caution Tape 3mil	3"x1000'	
4.	Marking Tape: Conspicuity D/G. Red, Yellow Or White.	2"x50 yds	
5.	Marking Tape: Conspicuity Tape D/G, Solid Red.	4"	
6.	Marking Tape: Conspicuity Tape D/G, Red & White	2'x50 yds	
7.	Marking Tape: Conspicuity Strips D/G	2"x 18"	
8.	Marking Tape: Crosswalk Pavement Marking	12'x25yds.	
9.	Marking Tape: Fire Line -Do Not Cross.	3"x1000'	

**REFLECTIVE TAPES (NIGP Code: 345-79)**

1.	Reflective Tape-General Purpose Tape- Red, White , Green, Yellow Rolls	1"x 30" yd	
		2"X 30" yd	
		3"x 30" yd	
2.	Reflective Tape- -Green	6"W	

**REFLECTORS (NIGP Code: 055-76)**

Description Of Items		Sizes	Price
1.	Reflectors: Block Of Bituminous Marker Adhesive	100 lb	
2.	Reflectors: Barrier Reflector With 4" Single Side Hip Sheeting.	14"	
3.	Reflectors: D/S Concrete Barrier Markers..Yellow Or White W/ 3"X4" Hip	16"	
4.	Reflectors: White S/S 3"X4" Hip Sheeting 16" S/S Concrete Barrier Marker	16"	
5.	Reflectors: .080 Reflector D-9-S Aluminum Delineator Reflectors. Dg Yellow, White Or Red.	4" x 4"	
6.	Reflectors: Plastic Pavement Marker Yellow Button Round	3"	
7.	Reflectors: Reflectors Round Plastic	3"	
8.	Reflectors: Rectangular Type A & C	3"x8"	

**SPEED BUMP (NIGP Code: 550-79)**

Description Of Items		Sizes	Price
1.	Speed Bump: Speed Bumps With All Hardware	10'	
		12"	
2.	Speed Bump: Black & Yellow Speed Bumps	6'	
3.	Speed Bump: Car Stops Yellow & Blk Recycled Rubber W/12" Spikes For Asphalt Or Gravel	6'	
4.	Speed Bump- Cement Car Stop, (Unpainted) With 12" Spikes For Asphalt Or Cement.	6"	
5.	Speed Bump: Speed Bump Plastic	6'	

		9'	
6.	Speed Bump: Speed Bump Spikes	12" x 1/2"	

**STANDS (NIGP Code: 801-12)**

Description Of Items		Sizes	Price
1.	Stands: Big Buster Stand		
2.	Stands: Little Buster Portable Stand		
3.	Stands: Portable Stop 7' Stand Portable Stop Stand With A 7' Plastic X-Tube Upright, Yeti Rubber Foot With 4" Riser Stub, 24" Hip Stop Sign.		
4.	Stands: Universal		
5.	Stands: Zephyr Stand		
6.	Frames: Tripod For Construction Signs With Flag Holders	36"	
		48"	

**PAVEMENT MARKING STENCIL (NIGP Code: 962-53)**

Description Of Items		Size	Letters	Stencil
1.	Stencil: Stop (Lettering) IN Duro	36"		
		48"		
2.	Stencil: Brass Interlocking Stencils	4"		
3.	Stencil: Fire Lane Stencil	4"		
4.	Stencil: No Parking Stencil	4"		
5.	Stencil: Number Kit Maxi	4"		
6.	Stencil: Wording KIT	4"		
7.	Stencil: Arrow - Duro	42"		
8.	Stencil: Arrow - Max	42"		
9.	Stencil: Arrow Kit, Standard Arrow Kit...One (1) Arrow Up, One (1) Arrow Curved Tail	42"		
10.	Stencil: Handicap Symbol Maxi	72"x63"		
		48x48		
11.	Stencil: Fire Lane No Parking Duro Stencil	4"		
12.	Stencil: Fire Lane No Parking Maxi Stencil	4"		

**MISC.**

Description Of Items		Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	
		30"	
2.	Epoxy (Kit, Pads, Sticks)	1 gallon	
		5 gallon	
		4x4 pads	
		quick sticks	
3.	Slow Moving Placard Triangle .040 Aluminum		
4.	Slow Moving Decal Triangle		
5.	Fence Sign Holder-Link Fence Sign Holder		
6.	Warning Triangles ( Set Of 3)	16"	
7.	Mast Arm Buckle Bracket	16"	
8.	Transfer Tape	1"	
		2"	
		4"	
		6"	
		8"	
		10"	
		12"	
		13"	
		14"	
		15"	
		16"	
		18"	

9.	TXDOT Placard (OSHA) DECALS	10" x 10"	
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	
<b>DELIVERY</b>			
11.	Delivery Time for Standard (In-Stock) signs:		
12.	Delviery Time for Non-Standard (Not-In Stock) signs:		
<b>OTHER MISCELLANEOUS LIST</b>		PERCENTAGE	
On All Road Signs, Posts, Y Misc. Supplies Not Listed – Hidalgo county Will Received A Percentage Off Bidders Catalog List Prices. <u>All Applicable Catalogs With List Prices Must Accompany Any Bids Submitted</u>			

\*Please submit pricing for additional requirements\*

Description	Size	Price
Graffiti prevention sheeting on all signs	All Sizes	
Extruded street name sign blades	All Sizes	
Installation of signs (regulatory and or non-regulatory) if capable	All Sizes	
Precinct logo/name stenciled on all ordered cones by precinct and or department	All Sizes	

### **BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

**PHONE & FAX NO.'S:** \_\_\_\_\_

**Email** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**REQUIREMENTS AGREEMENT  
C-21-152-XX-XX**

**THIS AGREEMENT** (the "Agreement") is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_ ("Seller" or "Company") and **COUNTY OF HIDALGO** ("County").

**WHEREAS**, County has solicited bids for the supply of required “ **Traffic Road Signs & Misc. Equipment**” for Hidalgo County (on an as needed basis) (the “**Products**”), as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the "RFB"); and

**WHEREAS**, Seller has submitted a bid to supply County's requirements in accordance with the specifications as bid, a copy of Seller’s Bid being attached hereto as Exhibit “B”, and incorporated herein for all purposes; and

**WHEREAS**, County has determined that Seller has submitted the lowest and best bid to meet County's requirements for the Products, as herein after described.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** County agrees to purchase from Seller, and Seller agrees to sell and deliver to County, all of the Products listed on Exhibit “B” that County may require for use by County in Hidalgo County projects. **This Contract shall commence on \_\_\_\_\_, 2022 and expire on \_\_\_\_\_, 2023**, and may be extended with the County’s sole discretion for an additional one (1) year period and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit “A” hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.
2. **Product Delivery.** When County determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller FOB to the location in Hidalgo County specified by County in its Purchase Order.
3. **Consideration.** County agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. **License.** As a condition of this Agreement, Seller shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Seller further represents that it is qualified to perform and execute the services described above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify County.

5. **Equipment:** Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Seller to perform the Services shall contain all equipment required by any authority to operate on streets and roads. All persons in the employ of Seller who operate trucks, vehicles or other equipment to perform Services shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks, vehicles or other equipment in providing the Services.

6. **Independent Contractor.** Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Seller agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Seller will incur no financial obligation on behalf of the County without prior written approval of the County. Seller will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. **Termination.** County may terminate this agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

8. **Indemnification:** Seller will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Seller's or that of any person providing services hereunder through or for the Seller. Upon written notice from the County, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Seller will carry proper insurance with the County as an additional named insured.

9. **General Provisions.**

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between

any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**b. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**c. Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**d. Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Seller: Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**e. Contract Provisions.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**f. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

- g. Assignment.** This Agreement shall not be assignable.
- h. Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.
- k. Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft and loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.
- l. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract upon sixty (60) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not

appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

**m. Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.

**n. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**o. Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**p. Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally

or non- federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**q. Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**r. Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED effective as of the day and year first above written.

**County: HIDALGO COUNTY**

**By:** \_\_\_\_\_  
**Hon. Richard F. Cortez, County Judge**

**ATTEST:**

\_\_\_\_\_  
**Hon. Arturo Guajardo, Jr., County Clerk**

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Approved by Commissioners Court on: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**By:** \_\_\_\_\_  
Robert Viña, III, Assistant District Attorney

**EXHIBIT “A”**  
**Request for Bid (RFB)**  
**Procurement Packet**

**EXHIBIT “B”  
BID PAGE**

DRAFT

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

DRAFT